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Title: **Lisle, Town of and International Brotherhood of Teamsters (IBT), Local 693 (2006)**

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Union: **International Brotherhood of Teamsters (IBT)**

Local: **693**

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1/1/06 - 12/31/10

This is an Agreement entered into by and between the **TOWN OF LISLE**, (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL 693 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (I.B.T.)**, hereinafter referred to the "Union") under Article 14 of the Public Employment Act of the State of New York.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT, REQUIRING THE LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1 - RECOGNITION

The Employer (Town of Lisle) hereby recognizes the Union (Teamsters Local No. 693) as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement for all full-time non-supervisory Town Highway Department Motor Equipment Operators, Heavy Motor Equipment Operators. All other Employees, including all casual, seasonal, temporary and substitute Employees are excluded from this Agreement.

Definitions:

A **Part time employee** is scheduled to work 24 hours or less per week. The only exception is when there is an emergency.

A **Seasonal/Temporary Employee** works periods of time as needed.

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

ARTICLE 2 - NO DISCRIMINATION - NO STRIKE

The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of all of the Employees within the Unit, whether members of the Union, or not; or to encourage a strike, slow-down, or other work stoppage; or to cause, instigate, encourage or condone the same, and any violation shall be subject to all of the sanctions and penalties of law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement, nor shall any employee, covered by this Agreement, be required to perform work outside the County, during a labor dispute.

ARTICLE 3 - UNION SECURITY

1. Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. Maintenance of membership in the Union cannot be required once an employee joins same. State Law affords all Public Workers in New York State the aforesaid rights.

2. The Employer agrees to make payroll deductions for union dues (not including initiation fees, fines or special assessments) at the full rate per month or as certified in writing by the Union and for Agency Fees at One Hundred percent (100%) of the current union dues. That amount will be deducted from the first paycheck each month and remitted to the Union as long as a signed union dues payroll deduction authorization is in effect and has not been revoked. The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense, it may incur resulting from the aforesaid deductions.

3. Non-union members shall be required to pay an Agency Fee as stated in Article 3.2.

4. The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union.

5. The Employer agrees not to enter into any agreement or contract with his employees recognized by this contract, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such Agreement shall be null and void.

6. The Highway Superintendent shall not do bargaining unit work unless all the other employees are called.

The Highway Superintendent shall be limited to Overtime to two (2) hours of unit work unless all regular employees desiring to work overtime have been given the opportunity to work.

ARTICLE 4 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment for the purpose of adjusting disputes, investigating work conditions, collections of initiation fees and dues and ascertaining that the Agreement is being adhered to.

ARTICLE 5 - MANAGEMENT RIGHTS

Union recognizes the rights of the Town to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America to determine the standards of service to be observed by the Town; to determine standards of selection for employment; to determine the methods, means and personnel by which its operation are to be conducted; the right to direct its employees, determine the number of employees it will employ, the right to hire, suspend, discharge, discipline for just cause and with due process, promote, demote or transfer, to maintain discipline and efficiency of employees, to determine the contents of job classifications; to take all necessary action and to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The above rights of the Town are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Town. Any and all rights, powers and authority the Town had prior to entering into this Agreement, are retained by the Town, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 6 - STEWARDS

1. The Employer recognizes the right of the Union to designate a steward and alternate steward to act in the absence of the steward.

2. The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities on the condition the employees will be paid by the

Employer for time spent on these duties or activities during working hours:

(a) The investigation and presentation of grievances or arbitrations in accordance with the grievance article.
(Article 8)

(b) Posting notices, negotiations and conferences with the Employer.

ARTICLE 7 - SENIORITY

1. In case of layoff due to lack of work, Employees shall be laid off in reverse order of seniority.

2. (a) Employees to be laid off shall be given 7 calendar days notice of lay-off.

3. When the working force is increased after a lay-off employees shall be recalled based upon their previous seniority with the Employer prior to lay-off. Notice of recall shall be sent to the employee's last known address by certified mail. An employee must report for work within ten (7) calendar days of receipt or attempted delivery of notice of recall or forfeit such recall rights.

(a) No new employees shall be hired until all employees on lay-off status have first been given the opportunity to return to work per the provisions of this Article.

(b) If a lay off is deemed. Part Timers are laid off 1st.

ARTICLE 8 - GRIEVANCE PROCEDURES

In the event that any difference, dispute, or controversy should arise between the Union, and employee and the Employer over the application and interpretation of the terms of this Agreement, there shall be no work slow-down or work stoppage. An earnest effort will be made to settle such difference immediately and in the following manner:

1. Informal discussion - An aggrieved employee must, together with his Union Steward, first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent that the discussion constitutes the informal step of the grievance procedure. The local steward may be present upon the request of

the employee.

2. Formal grievance procedure - A grievance must be filed at Step 1 of the procedure through the use of the grievance form within ten work days of the knowledge of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

a. Step 1 - Superintendent of Highways. Formal grievances will be filed with the Superintendent of Highways. Within ten workdays of receipt of the grievance, the Superintendent will meet at which time the grievant and/or the steward will discuss the complaint. Within ten workdays after the meeting, the Superintendent will render a written decision to the grievant(s).

b. Step 2 - Town Supervisor. If the answer in Step 1 is unsatisfactory, the Union may submit the grievance, within ten workdays, to Step 2 by serving written notice on the Supervisor. The Supervisor will hold a meeting within ten workdays of receipt of the written notice at which the grievant and/or the Union's representative will discuss the complaint. A written decision will be rendered within ten workdays after the hearing.

c. If the decision in Step 2 is unsatisfactory, the parties agree to submit the grievance to the Public Employees Relations Mediation and Arbitration Service.

The foregoing is the preferred arbitration procedure however if for any reason either party (Employer or Union) refuses to participate in such procedure then at the sole discretion of the charging party they may elect to use the services of the P.E.R.B. regular arbitration procedure.

ARTICLE 9 - DISCIPLINARY ACTION/DISCHARGE

1. The Employer may discipline and/or terminate the employment of any employee for just and sufficient cause. Just and sufficient cause shall include, but is not limited to, theft, physical violence, fraudulent activities, falsification of official records, intentional damage of equipment, use of alcohol or intoxicants while working, use of any drugs, barbiturates, or any amphetamines as defined under the Pure Drug and Food Act unless prescribed by a physician. It is understood that any of the aforesaid specified causes shall constitute just and sufficient cause.

2. If employment is terminated by either the Employer or

employee only compensation owed and earned vacation and sick time shall be paid to the employee.

3. In case of a discharge, the company will notify the Business Agent of the Union, who shall have the right to investigate. If a discharge occurs for reasons other than those specified in Article 9.1 hereof, and no adjustment can be reached the issue of whether the employee was discharged for just and sufficient cause may be referred to arbitration as provided for in Article 8 of this Agreement. No discharge shall take place till the employee has the arbitration procedure.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

1. The regular work week shall consist of forty (40) hours as follows:

Winter	Monday - Friday	6-2:30	5 days per week
Summer	Monday - Thursday	6-4:30	4 days per week

Any and all work performed before or after the normal regular work hours shall be paid at the overtime rate of pay. After 8 hours in the Winter and after 10 hours in the Summer. Employees shall not be sent home prior to the completion of 8/10 hour days. (This procedure is not to be construed to allow split shifts.) The Highway Superintendent has the discretion as to when to switch to Summer or Winter hours.

2. The Employer shall maintain and make available to employees, a daily record showing time worked.

3. Work schedules shall provide for a 15 minute break in the morning and a 10 minute break in the afternoon on a 10 hour day and one 15 minute break on an eight hour day.

4. A wash up time of a 10 minute time at the end of the shift.

5. An employee called for emergency duty, shall receive not less than 3 hours pay at time and one-half the regular rate of pay.

6. Overtime will be paid at time and one-half the regular rate of pay for all hours worked over 8/10 hours in any one day.

7. Overtime Procedure: Overtime concerning members of Teamsters Local 693 and the Town:

a. Overtime shall be voluntary except in the cases of declared emergency. (Emergency are defined as severe weather conditions snow, rain, wind, ice, etc. requiring prompt action for public safety.)

8. COMPENSATORY TIME:

- a. The option to take overtime as compensation time shall be at the employees sole option. The employee can never be mandated or forced to take compensation time instead of wages.
- b. An employee will be paid one-and-one-half times the employee's regular hourly rate of pay for all authorized time worked over eight/ten hours in a given work day.
- c. An employee will have the sole option of receiving "Compensatory Time" in Lieu of paid overtime. When an employee chooses to receive compensatory time, The employee will be credited with the equivalent of one-and-one-half hours of the compensatory leave for all authorized time worked over eight/ten hours in a given work day.
- d. An employee who is eligible for compensatory time may accumulate up to forty (40) hours in compensatory leave credits. In the event an employee accrues more than forty hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay period in which it is earned or take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

ARTICLE 11 - WAGES

The Employer will pay the following basic wages to the unit employees:

As of January 1, 2006 the wages will be as follows:

1-1-06	1-1-07	1-1-08	1-1-09	1-1-10
\$14.70	\$15.20	\$15.70	\$16.20	\$16.70

New Hires;

- 1- Will be on probation for the first 6 months of employment.
- 2- \$2.00 less than the full rate of pay when hired.
- 3- \$1.00 increase at 6 months of employment.
- 4- Full Pay rate at 1 year from the date of hire (plus any regular raises.)

Longevity:

5- 9	years	.02 x 2080 x 5	208
10- 14	years	.02 x 2080 x 10	416
15	years	.02 x 2080 x 15	624

1. Checks for longevity are to be received in the 1st payroll in December.
2. Longevity is to be issued in a separate check.
3. Date of hire with the Town is to be used in calculating longevity.

(b) Paydays will be weekly.

ARTICLE 12 - HOLIDAYS

1. Permanent full-time employees shall be entitled to the following Holidays.

1. New Year Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Clam Bake Day
8. 1 Floating Holiday
9. 2nd Floating Holidays

2. If an employee works on Christmas Day he/she shall receive double time for all hours worked, plus his regular days pay.

3. Should an employee be required to work on a holiday (except Christmas Day), he shall be paid at the rate of time and one-half his regular pay, plus his regular days pay.

ARTICLE 13 - VACATIONS

1. Each employee will be granted vacations as follows:

1 to 7 years	2 weeks
8 years	3 weeks
21 years	4 weeks

2. Vacation to be scheduled during the year. Vacation checks to be given and dated at start of vacation. To receive vacation check in advance the employee must give 2 weeks notice.

3. All accrued vacation will be paid for on separation from employment to the employee or to his estate upon his death.

4. No more than 2 employees are to be off on vacation at the same time unless an emergency or approved by the Highway Superintendent.

5. At the employees discretion, one (1) week of vacation may be sold back or carried over to the next year.

ARTICLE 14 - HEALTH INSURANCE

It is agreed between the parties that the Town shall provide (BC\BS) for all bargaining unit employees and their families. The employees will pay 10% of the cost. The Town will make insurance available after retirement at the employees expense.

It is further agreed that there shall be no reduction of benefits as presented and agreed upon.

ARTICLE 15 - SICK LEAVE

Each employee will be entitled to one (1) day per month or twelve (12) days per year. Sick days may be accumulated to maximum as follows:

1.	2006 - 93 Days	744 hrs
2.	2007 - 96 Days	768 hrs
3.	2008 - 99 Days	792 hrs
4.	2009 - 102 Days	816 hrs
5.	2010 - 105 Days	840 hrs

Sick leave will be paid out on retirement.

ARTICLE 15 A - PERSONAL LEAVE DAYS

Each employee shall be entitled to three (3) personal leave days per year with a maximum accumulation of 10 days.

ARTICLE 16 - WORKERS COMPENSATION

Employer shall maintain appropriate statutory Workers Compensation coverage. Should an employee have accumulated sick leave, personal days or vacation time, the employee may choose to use his accumulated sick leave, personal days or vacation time to supplement his workers compensation benefits to keep the employee at full pay while out on workers compensation.

ARTICLE 17 - ABSENCES

1. After five or more consecutive days of absence, and after a serious injury or sickness, the employee must submit to the Superintendent of Highways a note signed by a doctor stating that the employee is capable of resuming his duties before he will be allowed back to work.

ARTICLE 18 - BEREAVEMENT LEAVE

(a) Three (3) full days with pay will be granted for a death in the immediate family of the employee. "Immediate family" to be defined as father, mother, brother, sister, spouse or children.

Bereavement leave may be extended by sick leave up to five days. Documentation may be required.

One (1) Day of the three may be held for the burial or the memorial service to be held at a later date.

ARTICLE 19 - VETERANS AND MILITARY RIGHTS

All employees covered by this Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or reemployment rights.

ARTICLE 20 - UNION MAILING ADDRESS

The mailing address for the Union shall be 41 HOWARD AVE. BINGHAMTON, NEW YORK 13904.

ARTICLE 21 - SAFETY DEVICES

The Employer shall provide safety equipment as required by Federal or New York State Law.

No employee is to drive a vehicle that IS unsafe till it is repaired.

The Town will provide 1\2 of the uniform service.

The Town will pay \$100.00 a year for work shoes. This will be paid on a reimbursement system.

ARTICLE 23 - RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING

1. The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty (120) days prior to the expiration the purpose of attempting to mutually agree upon amendments to this Agreement.

2. In the event of an impasse as defined in the law or any rule or regulation both parties agree to submit to the procedure of the New York State Public Employment Relations Board in seeking a resolution thereof.

3. This paragraph constitutes all notification requirements from both parties of the opening of this Agreement for negotiations.

4. This provision is however subject to whatever rules and regulations P.E.R.B. may have pertaining to Impasse Procedures.

ARTICLE 24 - SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court or competent jurisdiction, the parties shall honor the remainder of this Agreement and shall meet to renegotiate the provision declared illegal.

ARTICLE 25 - RETIREMENT

NYS Retirement System

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement will continue in force and effect from January, 1 2006 to December 31, 2010 and thereafter from year to year unless modified or terminated after said period, or any aggregate period thereafter, at the option of either party, by giving at least one hundred twenty (120) days written notice to the other party prior to any termination date.

IN WITNESS WHEREOF, we have hereunto affixed our signatures
this day of

TEAMSTERS LOCAL UNION NO. 693

BY: Roberta Dumb
Pres. / PEO/BA
Title

TOWN OF LISLE

BY: Edward V. [Signature]
Supervisor T/O/C
Title